## COUNT FOUR

Title 18, United States Code, Section 201(g), and its successor statute, Title 18, United States Code, Section 201(c)(1)(B) [Gratuity]

23. The grand jury hereby repeats and realleges each and every allegation contained in paragraphs 1, 2, and 11 of the indictment.

24. Between in or about January 1985 and on or about October 28, 1988,

ALBERT G. BUSTAMANTE,

defendant herein, while serving as United States Congressman, did, directly and indirectly, knowingly solicit, accept, receive and agree to receive things of value personally, that is, a loan guarantee for the purchase of stock and the promise of future loans for additional investment in San Antonio Video Corporation, all at no personal risk to ALBERT G. BUSTAMANTE, from persons known to the grand jury, for and because of official acts performed and to be performed by ALBERT G. BUSTAMANTE, otherwise than as provided by law for the proper discharge of official duty, in violation of Title 18, United States Code, Section 201(g), and its successor statute, Title 18, United States Code, Section 201(c)(1)(B).

11. GENERAL ALLEGATIONS REGARDING AN ILLEGAL GRATUITY GIVEN TO ALBERT G. BUSTAMANTE THROUGH SAN ANTONIO VIDEO CORPORATION

A. During the period alleged in the indictment, San Antonio Video Corporation ("SAVC") was a corporation organized under the laws of Texas with offices located in San Antonio, Texas and elsewhere.

B. SAVC was formed by persons known to the Grand Jury ("SAVC's controllers") in or about the summer of 1984 for the purpose of attempting to obtain from the Federal Communications Commission ("FCC") a license to build and to operate a commercial television broadcast station in San Antonio.

C. In May 1984, ALBERT G. BUSTAMANTE won the Democratic primary election for the Twenty-Third Congressional District of Texas. By winning the primary, ALBERT G. BUSTAMANTE was assured of election to Congress, as he was virtually unopposed in the November general election. Shortly after ALBERT G. BUSTAMANTE won the primary, he was invited by SAVC's controllers to participate in SAVC at no personal risk to himself.

D. In or about April 1985, ALBERT G. BUSTAMANTE borrowed $15,000 on a $20,000 line of credit which had been guaranteed by an SAVC controller known to the Grand Jury. ALBERT G. BUSTAMANTE used the proceeds of this loan to purchase 15,000 shares of stock in SAVC.

E. On or about June 17, 1986, ALBERT G. BUSTAMANTE testified before the FCC in support of SAVC's application. In that testimony, ALBERT G. BUSTAMANTE falsely denied under oath that anyone had guaranteed the $20,000 line of credit for him.

F. ALBERT G. BUSTAMANTE used the proceeds of the loan described above to purchase a 16.57% equity share in SAVC. In the event the FCC awarded the license to SAVC, ALBERT G. BUSTAMANTE would have been required to invest an additional sum estimated at $650,000. SAVC's controllers agreed to provide additional loans to ALBERT G. BUSTAMANTE in this amount, at no personal risk to ALBERT G. BUSTAMANTE.

G. On or about November 5, 1986, the FCC rejected SAVC's application after determining that its "representations about material and fundamental facts regarding its qualifications cannot be relied on." The FCC further determined that an SAVC controller known to the grand jury had been "untruthful" concerning the application.

H. In or about June 1987, the FCC Review Board affirmed the rejection of SAVC's application for the license. Thereafter, in or about July 1988, SAVC entered into a settlement with the prevailing applicant, agreeing not to challenge further the FCC's decision in exchange for a monetary payment.

I. On or about October 24, 1988, SAVC received proceeds of the settlement. Thereafter, on or about October 27, 1988, ALBERT G. BUSTAMANTE received a check for $19,467.53 from an SAVC controller, which was the exact figure owed by ALBERT G. BUSTAMANTE on the loan that had previously been guaranteed for him so that

he could purchase his SAVC stock. On or about October 28, 1988, ALBERT G. BUSTAMANTE used these proceeds to repay the balance owing on the loan.

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